# AGREEMENT FOR CONSULTANT SERVICES BETWEEN
## TEMECULA COMMUNITY SERVICES DISTRICT AND VISIONONE INC DBA ACCESSO

## OLD TOWN TEMECULA COMMUNTY THEATER TICKETING SOFTWARE

**THIS AGREEMENT** is made and effective as of **July 1, 2026**, between the **Temecula Community Services District**, a community services district (hereinafter referred to as "City"), and **VisionOne Inc. dba accesso,** a **Corporation,** (hereinafter referred to as "Consultant").  In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### 1.     TERM

This Agreement shall commence on **July 1, 2026** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **March 31, 2027,** unless sooner terminated pursuant to the provisions of this Agreement.

The City may, upon mutual agreement, extend the contract for one (1) additional four (4) year term. In no event shall the contract be extended beyond March 31, 2031.

### 2.     SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full.  Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

### 3.     PERFORMANCE

Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

### 4.     PAYMENT

a.     The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **Sixty Thousand Dollars and No Cents ($60,000.00)** for the total term of this agreement unless additional payment is approved as provided in this Agreement.

b.     Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the General Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by General Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

c.     Notwithstanding anything to the contrary in this Agreement, in the event the total compensation payable to Consultant reaches the not-to-exceed amount set forth herein and the City has not authorized additional services or approved an increase to such not-to-exceed amount in writing, Consultant may immediately suspend performance of services under this

Agreement without penalty, liability, or breach. Consultant shall have no obligation to continue performing services unless and until such written authorization or approval is provided by the City.

   d.  Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars ($50) in such form as approved by the Director of Finance.

## 5.  SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

   a.  The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

   b.  In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled **"PAYMENT"** herein.

## 6.  DEFAULT OF CONSULTANT

   a.  The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

   b.  If the General Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 7.  OWNERSHIP OF DOCUMENTS

   a.  Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to

examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 8. **INDEMNIFICATION**

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

## 9. **INSURANCE REQUIREMENTS**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Consultant, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than One Million ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code8) and non-owned autos (Code 9), with limits no less than One Million ($1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million

($1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every Consultant will be required to secure the payment of compensation to it's employees. Pursuant to Labor Code Section 1861, Consultant must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Consultant is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

        4)      Professional Liability (Errors and Omissions): One million ($1,000,000) per occurrence and in aggregate. Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

        b.  <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

        c.  <u>Other Insurance Provisions</u>. The insurance policies are to contain, or be endorsed to contain, the following provisions:

        1)      The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant's products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

        2)      For any claims related to this project, the Consultant insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

        3)      The Consultant may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

        4)      Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the consultant.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Consultant, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. <u>Acceptability of Insurers</u>. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. <u>Verification of Coverage</u>. Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. <u>Special Risks or Circumstances.</u> The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 10. <u>INDEPENDENT CONTRACTOR</u>

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## 11. <u>LEGAL RESPONSIBILITIES</u>

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

## 12. <u>RELEASE OF INFORMATION</u>

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the General Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## 13. <u>NOTICES</u>

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

| | |
|---|---|
| **Mailing Address:** | City of Temecula<br>Attn: General Manager<br>41000 Main Street<br>Temecula, CA 92590 |
| **To Consultant:** | **VisionOne Inc dba accesso<br>5260 N. Palm Ave., Ste. 220<br>Fresno, CA 93704** |

## 14. ASSIGNMENT; CONSULTANT WORK WITH ITS EMPLOYEES; SUBCONTRACTS

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Consultant shall perform all work under this agreement with its own employees unless General Manager approves in writing a subcontractor prior to start of subcontractor's work. Consultant shall not retain independent contractors to perform work for it under this Agreement. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

## 15. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

## 16. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

## 17. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

## 18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

## 19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The

General Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement:  (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**TEMECULA COMMUNITY SERVICES DISTRICT**

**VISIONONE INC. DBA ACCESSO**
*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*
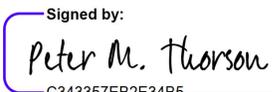
By: _____

By:  ┌─ DocuSigned by:
     │  *Steve Young*
     └─ AB80392656EF4DF...

**James Stewart, TCSD President**

**Steve Young, SVP Commercial Contracts**

**ATTEST:**

By: _____

**Randi Johl, Secretary**

**APPROVED AS TO FORM:**

By:  ┌─ Signed by:
     │  *Peter M. Thorson*
     └─ C343357EB2E34B5...

**Peter M. Thorson, General Counsel**

**CONSULTANT**

VisionOne Inc dba accesso
5260 N. Palm Ave., Ste 229, Fresno CA 93704
559-432-8000
_____
_____
_____

┌─ Initial
│  *NF*
Risk Mgmt. _____

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# EXHIBIT A

## Tasks to be Performed

Consultant shall provide a comprehensive ticketing software solution fulfilling the following Minimum, Functional, and Technical requirements. Implementation must be able to begin by JUL 1, 2026 and must be complete by SEP 1, 2026.

### A. MINIMUM REQUIREMENTS

Consultant shall meet the following minimum requirements:

i. Being utilized by at least three business or public entities in North America; in "Live" production use for not less than 6 plus months; and capable of managing ticketing and admissions for a client that has multiple venues with simultaneous events.

ii. Must be a fully hosted, cloud-based system. Proposals for on-premises or self-hosted solutions will not be considered.

iii. Capable of accommodating a potential volume of 75,000 tickets and 750 events annually.

iv. Is a commercial off-the-shelf, integrated customer relationship management system with modules dedicated to ticketing, development, marketing, and reporting.

v. Capable of accommodating at least 50 simultaneous "master users" who will have the ability to access, add, edit and/or manipulate all data from the system's ticketing, development and marketing modules.

vi. Will allow the client to define user groups with varying security and access levels.

vii. Capable of supporting all major operating systems (i.e. Windows, Apple, iPhone, Android, etc.) and current versions of commonly used browsers (e.g. Microsoft Edge, Safari, Firefox, and Chrome).

viii. Responsive Design: Providing seamless access to the system from all major mobile devices (i.e. iPhones, iPads, Android phones, tablets, etc.).

ix. Pages render clearly so they are easy to view and navigate on smaller screens.

x. The ticketing software shall retain and make available historical and archived records necessary to comply with applicable State law and the City's Records Retention Schedule, including transaction and event-related data. Personal data shall be retained only to the extent required by such legal obligations and in accordance with Consultant's data retention policies and applicable privacy laws. Data that is no longer required shall be securely deleted, anonymized, or masked.

### B. FUNCTIONAL/TECHNICAL REQUIREMENTS

Consultant shall:

i. Provide a comprehensive customer service plan with qualified technicians available 24 hours per day, 7 days per week.

ii. Install and implement a functionally-rich base product with minimal modifications and comprehensive on-site user training.

iii. Provide the capacity to sell tickets via in-house ticket office, web and mobile environments, with a variety of discount options and pricing structures.

iv. Establish an online platform to allow patrons to package together ticket

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subscriptions that accommodate shows with various seating arrangements (i.e. both reserved and general admission events in the same subscription) and various pricing tiers.

v. Detailed patron accounts that summarize patron ticketing and donation histories, as well as genre preferences, which update automatically and can be sorted by history and preference. Ability to merge duplicate customer accounts and delete unwanted accounts.

vi. Multiple, customizable, user-friendly choose-your-own-seat seat maps.

vii. Linkable up-sell options for online and mobile patrons.

viii. Complete, real-time access control system to monitor venue attendance, including ticket scanners, bar coded tickets, and print-at-home tickets.

ix. Establish and administer flexible and reasonable customer service fees and charges for ticket office and web sales, and the ability to waive such fees when needed (i.e. special offers).

x. Establish comprehensive standard and customizable financial, marketing, and patron reporting options. All reports must be exportable in a variety of formats.

xi. Establish financial task management including event settlement, subscription settlement, daily operations settlement, online credit card authorization, exchanges, refunds, accounts receivables, and account credits.

xii. Fully-integrate and customize email marketing system which includes auto-confirm, know-before-you-go, thank you, and survey emails with customizable HTML including graphics, links and data syncing. Email component will have the ability to analyze opens, forwards, opt-outs, and click-throughs.

xiii. Integrate social media interfaces to enable purchases, shares, and tracking.

xiv. Integrate donor module with customizable campaigns, planned giving, and membership tracking capabilities.

xv. Responsive and cross-browser integration with Theater's website in a manner that allows Theater staff to easily control and update content.

xvi. Ability to accept City of Temecula Branding & Style to match TemeculaCa.gov for cohesive user experience

xvii. Provide measures that prevent security breaches and access to confidential data collected and stored. In addition, provide immediate notification of any known or suspected breach and follow on investigation to assess breach and implement changes to remove risk.

xviii. Ensure full public accessibility with an ability to meet current and future open data standards.

xix. Provide secure website that meets PCI standard guidelines on security, privacy, and accessibility.

xx. Provide warranty on all services for 1-year following implementation.

xxi. Provide a hosted, web-based solution is required. Cloud Services hosted on U.S. West Coast server(s) or on Proponent's own domestic server(s) is required. The solution must be compatible with current City of Temecula infrastructure which consists of three key components: internet connectivity, workstations, and servers. Temecula operates in a Microsoft Windows environment.

xxii. Identify additional capabilities Consultant believes may be valuable. Identify the resources that will be required for the implementation of the project including City staff and an estimate of hours.

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**C.** Consultant shall deliver to the City a new fully operational Ticketing Software based on the following additional mandatory desired requirements:

| # | Temecula Theater Ticketing Software | Mandatory |
|---|---|---|
| 1 | Provide all features and functionality that exist on current Ticket System (Vendors are strongly encouraged to carefully review the City's existing web presence at www.TemeculaTheater.org). | X |
| 2 | Provide uniformity of design that is visually attractive, intuitive, and easy to use. | X |
| 3 | Ability to have a homepage slideshow feature where fresh pictures are display frequently. | X |
| 4 | Robust search capability (i.e. Google or similar look and feel and functionality preferred). | X |
| 5 | Consistent dropdown menus on all pages, with the ability to change the menus as needed. Ability to have section specific menus. | X |
| 6 | Site map provided that auto updates to reflect webpage add/change/deletes. | X |
| 7 | Printer-friendly page capability. | X |
| 8 | Easy creation and management of data collection forms and surveys and allow for data capture into database formats. | X |
| 9 | Ability to link to/from City systems. | X |
| 10 | Ability to support City blog(s)/Press Releases. | X |
| 11 | Ability to interface with social networking sites. | X |
| 12 | Design architecture allows the website to be rendered on older devices and operating system within two seconds. | X |
| 13 | Provide header and footer and related support files based on site's look and feel template to use with 3$^{rd}$ party websites. | X |
| 14 | Support "breadcrumb" type navigation. | X |
| 15 | Provide the ability to archive outdated documents and images. | X |
| 16 | Provide telephone support with a 4-hour response from 8 AM – 5 PM PST Monday through Friday. | X |
| 17 | Provide emergency telephone support with 4-hour response from 5:01 PM to 6:59 AM PST Monday – Friday and on weekends and holidays. Please state the holidays recognized by your firm. | X |
| 18 | Ability to set system to automatically update content upon approval of edited page. | X |
| 19 | Ability to give a City staff member both edit and approval for their designated areas of responsibility. | X |
| 20 | Automatic replication of navigation and menu changes to all related pages with no additional data entry. | X |
| 21 | Provide spell-check and grammar correction functionality. | X |
| 22 | Support viewing of video and/or photo galleries from City-provided content or allow links to photo galleries and videos hosted on another site. | X |

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| 23 | Allow content editors flexibility in determining size and position of page features such as photographs. | X |
|---|---|---|
| 24 | Ability to add, change, and/or delete links between pages and/or to other websites as needed, with no vendor intervention required. | X |
| 25 | Allow CMS to be accessible via external access. | X |
| 26 | Provide a search engine solution that will support indexing of all contents within the CMS, as well as external City website resources. | X |
| 27 | Ability to optimize uploaded pictures and graphic files for quickest page loading. | X |
| 28 | Ability to publish and display photo galleries and/or assets. | X |
| 29 | Comprehensive training and user help documentation. | X |
| 30 | Provide development and test environments for use by Authorized Users at no additional charge. | X |
| 31 | Identify additional capabilities Proponent believes may be valuable. | X |

# EXHIBIT B

## Payment Rates and Schedule

*Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed $60,000 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.*

| Temecula Theater Ticketing Software Pricing | | | |
|---|---|---|---|
| One-Time Costs | Training | $ | WAIVED |
| | Installation | $ | WAIVED |
| Option II: Metered Pricing | Ticket Office | $ | 0.25/ticket |
| | Print@Home | $ | 0.00 |
| | Online | $ | 1.15/ticket |
| Scanners | Cost/Each | $ | INCLUDED |
| | Quantity | | (4) |
| | Total | $ | 3,808.00 |
| BOCA Printers or any new Thermal Ticket Printer equipment | Cost/Each | $ | n/a |
| | Quantity | | |
| | Total | $ | n/a |
| Credit Card Readers | Cost/Each | $ | n/a |
| | Quantity | | |
| | Total | $ | n/a |
| Shipping Cost | Cost/Each | $ | TBD – Ground Shipping |
| | Quantity | | |
| | Total | $ | TBD – Ground Shipping |
| Data Migration / Migrate Patron Information / Data Map Fee from previous CRM System | Cost | | WAIVED |
| -Licensing Model / Upgrades (if applicable) | Cost | $ | n/a |
| Additional Costs (describe) | Accesso Annual Minimum* | $15,000.00 – only charged if necessary | |
| | | | |
| | | | |
| TOTAL COST | One-Time | $ | n/a |
| | Annual | $ TBD – Based on actual Ticket Sales | |

07/29/2025

# iii. Price

The City of Temecula has been a valued *accesso* customer for over two decades, and it is our hope and ultimate goal to retain the partnership for another successful term. *accesso* is proposing only a small nominal increase in our per ticket fees, and is committed to replacing the City's current scanner equipment. My hope is the team at the City of Temecula sees the value of our partnership and has a willingness to continue our work together for our mutual benefit.

## Configuration, Implementation & Development

| Graphical Development & Implementation 100% Due at Contract Signing | ~~$9,500.00~~ WAIVED |
| --- | --- |

*accesso's* financial model dictates no upfront costs for installation, implementation or training. No licenses are required, and *accesso* supports unlimited users on the system. Annual support, upgrades and hosting fees are always included without additional charge.

## Transaction Fees

The *accesso ShoWare* model allows the City of Temecula to set its own fees and provide for generous revenue opportunities. The City can create a profit center and completely cover the *accesso ShoWare* costs with patron paid convenience fees. Net cost is zero.

*accesso* does not dictate the fees to your customers. The City will determine, set and retain all patron fees including, but not limited to: convenience fees, facility fees, per order fees and method of delivery fees. All fees may be programmed to show overtly to the customer, or simply included in the ticket price.

Fees may be attached uniquely by product and/or by ticket type, so the City may decide to tier its fees based on ticket price or charge flat rate fees. In addition, the City may decide to charge a higher rate on some tickets, lower on others. Whatever is in the best interest of your organization – it's completely within your control.

*accesso* operates as a traditional vendor and will invoice the City of Temecula on a monthly basis for service chargeable transactions.

| Ticket Sales | *accesso* Fee |
| --- | --- |
| Offline/Box Office Sales | $0.25/ticket |
| Online Sales | $1.15/ticket |
| Comps ($0.00 dollar tickets) * | $0.00/ticket |

*Capped at 20% of monthly ticket sales. Anything above will incur the standard box office per ticket fee)

| Donations | *accesso* Fee |
| --- | --- |
| City of Temecula | $0.00/donation |
| Online | $0.00/donation |
| Round Up - under $5 Online | No Charge |

| Miscellaneous | *accesso* Fee |
| --- | --- |
| Membership Sales (New and Renewal) | $2.50/ Membership |
| Fixed Packages or Subscription Sales | $2.50/ Package or Sub |
| Flex Packages | Per ticket fee will apply by channel |
| Streaming Sales at 720p | $0.25 / viewer / hour plus per ticket fee |
| Streaming Sales at 1080p | $0.50 / viewer / hour plus per ticket fee |

## Included Hardware

In the interest of updating the hardware and equipment for the City, *accesso* proposes to include the following:

| Quantity | Included Equipment: | Value to City of Temecula |
|---|---|---|
| 4 | Wireless Barcode Scanners (2D) – CipherLab Devices | $3,800.00 |

## Settlement Process

Simply put, *accesso* operates differently from most ticketing companies. The *accesso ShoWare* model allows your organization to directly control their finances and distribution of funds. This offers great benefits as there is no settlement process with *accesso ShoWare* and never any waiting on funds. As an *accesso ShoWare* client, you also own and control your processor relationship – negotiating your own competitive credit card rates and receiving nightly deposits directly to your own bank account. This approach eliminates costly blended rates imposed by many other providers.

All sales transacted through *accesso ShoWare* pass across a gateway service to your processor of choice for acceptance, and funds are then deposited directly to your designated e-merchant bank account. The *accesso ShoWare* system never touches your money so there is no settlement required.

*accesso* operates as a traditional vendor and will invoice your organization on a monthly basis for service chargeable transactions. Detailed reporting will allow your team to monitor all income as well as reconcile the monthly *accesso* billing invoice.

## Optional Services

The following optional services are available to the City of Temecula.

| Optional Services | Optional Costs |
|---|---|
| Call Center Services: provided by *accesso* | $4.00 per order |
| Fulfillment Fees: provided by *accesso* | $4.00 per order |
| Gift Card Module | Supplied by ValuTec |
| Integrated Analytics & Email Marketing Services | Supplied by Emma |
| Gateway Service: P2PE Encrypted, FreedomPay | Supplied by FreedomPay |

## Optional Hardware

The following equipment is available to purchase at distributor rates from *accesso*.

| Optional Hardware | Cost |
|---|---|
| Boca Thermal Ticket Printer | $1,242.00 (each) |
| Wireless Barcode Scanners (2D) – Cipherlab RS51 | $952.00 (each) |
| Ticket Stock | $12.50 per 1,000 (sold in boxes of 10,000) |

## Custom Development Approach

The *accesso ShoWare* system is fully customizable to meet any client needs. The solution is scalable such that additional modules and development items may be implemented productively over time. *accesso ShoWare* employs a full in-house development team and custom projects are scoped per requirements and quoted for time and costs.

| Custom Project | Standard Hourly Rate |
|---|---|
| TBD, scoped and quoted | $250.00/hour |

## Basic Contract Terms & Conditions

*accesso* is proposing a five (5) year contract to hold all transactional fees steady throughout the next anticipated term. An annual minimum of $15,000.00 for *accesso ShoWare* apply. The term of contract is 3 years with auto renewal. The annual minimum is generated from combined events and combined online and offline sales. Fees generated from ticket sales will offset the revenue minimums. Any shortfall in sales from the stated minimum will result in an invoice to the user annually. Failure to bring an account to an active status due to delays by the user does not eliminate the start of account minimums. *accesso* requires a signed user agreement and full payment to be received prior to shipping any hardware/equipment. Hardware/equipment pricing based on cash payment. Additional fees may apply for credit card payment.

## Payment Terms

All costs are based on a five (5) year commitment. Prices are set as of November 2025 and the proposal is valid for 90 days. *accesso* requires a signed contract and user agreement to be received prior to shipping any hardware or equipment.

## Demonstration Schedule

*accesso* requests at least 10 business days' notice for general onsite product demonstrations and at least 15 business days' notice for onsite product demonstrations that require customization tailored to your project.